

REMARKS/ARGUMENTS

Discussion of the amendments of the Drawings and Specification:

5 The Drafting Objection has been addressed by the attached replacement sheets, which rename the 31 pages of Figure 3 successively as Figure 3A, and so on.

 The amendment to the Drawings necessitated amending the following paragraphs of the specification: [21], [37], [38], [40] to [46], [50], [56], [62], [65], [72], [73], [80], [81], [85], [92],
10 [96], [97], [104], [105], [112] to [114], [118], [125], [128], [129], [136], [137], [143], [144], [148], [155], [158], [159], [166], [167], [173], [174], [178], [185], [188], [189], [196], [197], [203], [204], [209], [210], [216], [217], [224], [225], [228], [229], [232], [234], [235], [237], [240], [246], [247], [257], [258], [264], and [270].

15 The informalities objected to in paragraph 7 of the Office Action are addressed by amending the following paragraphs of the specification: [40] to [45], [49], [50], [52], [55], [71], [84], [88], [89], [93], [95], [103], [117], [121], [122], [127], [147], [151], [152], [157], [177], [181], [182], [187], [194], [214], [215], [272], [291], and [300].

20 In paragraph 9 of the Office Action, the term CC and R was objected to. The term was replaced with "Covenants, Conditions and Requirements" in the amended Claims 12 and 41, and the following paragraphs were amended to provide disclosure in the specification: [277], [296] subparagraph 6.

25 Regarding the Examiner's objection to Claims 28, 53 and 63, the Applicants thank the Examiner for her insight. The Applicants presented the following stylistic dilemma: a broker/dealer may be equivalently referred to as a broker and/or dealer. To speak of only a broker and dealer would reduce the intended scope of the claim by requiring an individual to be both. Similarly, to speak of a broker or a dealer would speak with an implied exclusion of an individual who was both broker

and dealer, and also reduce the intended scope of the claim. In light of this issue, the Applicants and the Examiner agreed to the following language for the claims: a broker, a dealer, and a broker and dealer. These Claims have been amended based upon this direction.

5 The objections to Claims 33, 60, and 61 have been addressed by amending these Claims appropriately.

 The objection to Claim 32. Claim 32 has been amended as suggested to expedite prosecution of this application, and should not be seen as an agreement to the objection by the Applicants. The
10 objection to Claim 32 points to some essential elements of that Claim. This Claim is properly labeled a method, rather than as suggested, "computerized method", because it requires both the steps and the limitations. As Claim 58 indicates, the steps of the method may be implemented by a program system. The invention is subject to a Federal regulation known in the application as the "Real Estate Settlement Procedures Act" (RESPA). The limitations, of necessary non-duplicative services as well
15 as that the loan originator and loan broker be distinct, are essential for the loan originator to be paid from the lender fees, as discussed in paragraph [7] of the application. Given this situation, the Applicants respectfully maintain that this Claim properly calls out the invention as a method.

 The Examiner is thanked for pointing out the revised examination guidelines. Given the
20 changes in the examination guidelines, we wish to point out that the public knowledge of what constitutes a computer becomes an issue. We propose that a computer will be defined from hereon as the subject and content of at least all the publications made by, sold through, or referenced by publications of the Computer Society of the Institute for Electrical and Electronic Engineers (IEEE) as of the date of filing this application.

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 To further clarify the invention, Claim 64 has been added, speaking to a system implementing the method of Claim 32, including at least one computer performing at least one of the steps of the method. This is in keeping with the initially filed application and the changing guidelines of examination. As such, it does not constitute new matter.

Regarding the rejection under 35 U.S.C. 103(a) of **Claims 1 and 32**, the Applicants respectfully disagree. The Applicants find that Fraser (US 5,995,947) does not disclose and does not teach a loan originator, distinct from the loan broker, performing necessary services, which are not
5 duplicative of the loan broker, for the origination of a loan. RESPA does not support lender fees being paid to the loan originator without such these elements, as already mentioned and cited from paragraph [7] of the patent application.

These elements of the invention are not accidental, but as indicated by the attached copy of
10 a letter from a lawyer to one of the inventors, was an intentional, researched, and necessary part of the invention. The Applicants submit that neither Fraser nor Tengel (US 5,940,812) teach or suggest these limitations. The Applicants submit that they cannot be combined to provide them. The Applicants respectfully request that the Examiner remove the rejection from these Claims, and that they be placed in a condition for allowance.

15 Graf (US 6,192,347) is used in the rejection of a number of Claims in combination with Fraser and Tengel. The Applicants disagree with the use and interpretation of this reference. Graf teaches decomposition of a property into separately valued components (Abstract, lines 1 to 4, technical field col. 1, lines 17-18, Summary of the Invention, col. 2, lines 51-54). By way of
20 example, col. 11, lines 17 to 27 are said to teach a required legal document is a member of the collection comprising: a preliminary title report, a Covenant, Condition and Restriction (CC and R), and a homeowners association certificate. The Applicants did not find a mention of any of these specific legal documents in the cited text of Graf. Applicants find that none of these references, nor the cited dictionary references, taken singly or in combination, teach or suggest the matter of the
25 independent Claims 1 and 32. Consequently, the cited prior art, whether taken singly or in combination, fail to teach or suggest the matter of the dependent Claims.

Claims 2, 3, 12 to 24, and 60 to 63 are dependent upon Claim 1. Based upon the above argument for Claim 1, as well as the discussion of the Graf reference, the Applicants believe these

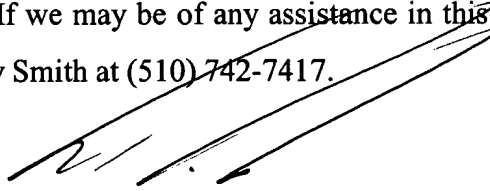
Claims are patentable in light of the cited prior art. The Applicants request that the Examiner remove the rejection of these Claims, and place them in condition for allowance.

Claim 33 to 59 are dependent upon Claim 32. Based upon the above argument for Claim 32, as well as the discussion of the Graf reference, the Applicants believe these Claims are patentable in light of the cited prior art. The Applicants request that the Examiner remove the rejection of these Claims, and place them in condition for allowance.

Summary: The Examiner is thanked for the patience and insight shown the Applicants. The Applicants believe that all the objections to this application have been addressed. The Applicants request that these Objections be removed from the Application. The Applicants believe that the provided arguments address all the rejections raised by the Examiner, and respectfully request that these rejections be removed from the Claims and that all the Claims be placed in condition for allowance.

The Applicants respectfully request that a timely Notice of Allowance be issued in this case.

If we may be of any assistance in this case, please feel free to contact Earle Jennings or Gregory Smith at (510) 742-7417.



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